



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **EP-1**

May 6, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**PROPOSED STORMWATER AND RUNOFF POLLUTION CONTROL PROGRAM  
SERVICE AGREEMENT WITH CITY OF LA PUENTE  
SUPERVISORIAL DISTRICT 1  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chairman to sign the enclosed Stormwater and Runoff Pollution Control Program Service Agreement with the City of La Puente (Exhibit 1). The Agreement would provide stormwater inspection services to the City at an estimated cost of \$9,600 per each round of inspections. The cost will be reimbursed by the City to the County with no net impact to the County General Fund.
2. Instruct the Director of Public Works to provide the services described in the enclosed Agreement for the City of La Puente. The Agreement will become effective on the date the Board of Supervisors approves this Agreement. The City has authorized the County to change the effective date accordingly (Exhibit 2).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Pursuant to the Federal Clean Water Act and the Porter-Cologne Water Quality Control Act, the County and 84 incorporated cities, including the City of La Puente, were issued

National Pollutant Discharge Elimination System Permit No. CAS004001 for Municipal Storm Water and Urban Runoff Discharges within the County of Los Angeles. Under the NPDES Permit, each permittee is required to implement additional, new requirements to establish a program of pollutant reduction and control measures at industrial and commercial facilities. Each permittee is required to track, inspect, and ensure compliance at industrial and commercial facilities within its jurisdictional boundaries that are critical sources of pollutants in stormwater runoff. Public Works has developed and implemented the program within the unincorporated County area to meet the NPDES Permit requirements. In response to requests from a number of cities, Public Works is prepared to provide such services to cities on a cost basis.

The City Council of the City of La Puente, by its Resolution No. 04-4377 (Exhibit 3), has requested that these services be provided to their City under the Stormwater and Runoff Pollution Control Service Agreement (Agreement) to track, inspect, and ensure compliance with the City's Stormwater and Runoff Pollution Control Ordinance at industrial and commercial facilities within the City that are critical sources of pollutants in stormwater runoff.

The proposed Agreement is hereby submitted and recommended for your Board's approval to provide the requested services.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility as the proposed Agreement will enable us to integrate services provided to the City in a cost-effective manner at no net County cost. It also satisfies the goal of Service Excellence since protecting our streets, storm drains, rivers, streams, surface waters, and oceans from the discharge of pollutants improves the quality of life in the County and provides services which are beneficial and responsive.

### **FISCAL IMPACT/FINANCING**

The County will bear an estimated \$9,600 per year to provide inspection services to the City. The terms of the Agreement specify that the City will reimburse the County for the costs of services provided at rates determined and adjusted annually by the Auditor-Controller with no net impact to the County General Fund. The requested services can be provided utilizing currently budgeted resources.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Agreement aids in the extension of the program to areas within the City of La Puente for the protection of County and City streets, storm drains, rivers, streams, surface waters, and oceans from the discharge of pollutants in stormwater runoff from industrial and commercial facilities. Failure to implement the program may increase the risk of pollutant discharges to waters of the County and require that the City develop an independent program or be subject to fines and potential third-party lawsuits for failure to prevent such discharges.

The Agreement is authorized by Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

County Counsel has approved the Agreement as to form, and a 90-day cancellation provision, consistent with Board policy, is included. The Agreement also incorporates by reference the Assumption of Liability Section of the City's General Services Agreement as previously approved by your Board on July 24, 2002 (Exhibit 4).

### **ENVIRONMENTAL DOCUMENTATION**

A finding of environmental impact is not required for adopting this Agreement because it does not constitute a "project" under the California Environmental Quality Act (CEQA).

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed Agreement will not impact current services as we will utilize the same personnel currently providing services to the City under the existing Industrial Waste Control Program that was previously approved by your Board on July 1, 1957 (Exhibit 5).

The Honorable Board of Supervisors  
May 6, 2004  
Page 4

## **CONCLUSION**

It is requested that two copies of the approved Agreement be returned to Public Works, one copy of which will be delivered to the designated City official, together with two approved copies of this letter.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

CWS:ca  
P:/eppub/general/stormwater/AgreementBdLtrLa Puente

Enc.

cc: Chief Administrative Office  
County Counsel

## **EXHIBIT 1**

### **City Industrial/Commercial**

### **Storm Water Inspection Program Agreement**



# City of La Puente

15900 E. Main Street La Puente, CA 91744-4719 Telephone (626) 855-1500 Fax (626) 961-4626 [www.lapuente.org](http://www.lapuente.org)

April 30, 2004

Mr. Carl Sjoberg  
County of Los Angeles  
Department of Public Works  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

SUBJECT: AGREEMENT NO. 04-763 FOR ENFORCEMENT OF THE CITY'S  
STORMWATER AND POLLUTION CONTROL ORDINANCE

Dear Mr. Sjoberg:

Enclosed is executed Agreement No. 04-763 for enforcement of the City's stormwater and pollution control ordinance. Attached to the agreement is Resolution No. 04-4377, a copy of the current City Stormwater Ordinance, and the City's listing of industrial/commercial facilities subject to the Program. Once the agreement has been signed, please forward a fully executed copy of the abovementioned agreement to the City Clerk's Office.

If you have any questions, please contact Bill Woolard, Community Services Director, at (626) 855-1500, e-mail: [bwoolard@lapuente.org](mailto:bwoolard@lapuente.org).

Sincerely,

Carol Cowley  
City Clerk/Administrative Services Director

CAC/dg  
Encl.

cc: Bill Woolard, Community Services Director

AGREEMENT BETWEEN THE CITY OF LA PUENTE AND THE  
COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S  
STORMWATER AND RUNOFF POLLUTION CONTROL ORDINANCE

A G R E E M E N T

THIS AGREEMENT is made and entered into this 27 day of APRIL, 2004,  
by and between the CITY OF LA PUENTE, hereinafter referred to as "CITY", and the  
COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY".

W I T N E S S E T H

WHEREAS, CITY has adopted Ordinance No. 809 entitled the "Stormwater  
and Runoff Pollution Control Ordinance of the City of LA PUENTE governing the discharge  
of stormwater runoff to the storm drain systems of the CITY ("CITY Ordinance"); and

WHEREAS, CITY is a co-permittee under National Pollutant Discharge Elimination  
System Permit No. CAS004001 for Municipal Storm Water and Urban Runoff Discharges  
within the CITY, hereinafter referred to as "PERMIT" and is subject to implementing an  
Industrial/Commercial Facilities Control Program including inspections of such facilities,  
hereinafter referred to as "INSPECTIONS;" and

WHEREAS, CITY is desirous of contracting with COUNTY for the enforcement of the  
CITY Ordinance including INSPECTIONS; and

WHEREAS, COUNTY represents that it is capable, ready and willing to render such  
services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized and provided for by the provisions of  
Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of  
the California Government Code.

NOW, THEREFORE, it is agreed as follows:

Section 1. Services

A. COUNTY agrees, through its Department of Public Works (DEPARTMENT),  
to provide enforcement of the stormwater runoff provisions of the CITY Ordinance  
including INSPECTIONS and the necessary services incident thereto (collectively, the  
"Services"). Such Services shall only encompass duties and functions of the type within  
the jurisdiction of, and customarily rendered by, DEPARTMENT under the County Charter,  
statutes of the State, various COUNTY ordinances and the PERMIT. CITY delegates to  
the COUNTY the power and the authority to perform the Services. Services under the  
terms of this Agreement shall include INSPECTIONS, and the enforcement of the CITY's  
Ordinance. Services may also include the filing of enforcement actions, filing of required  
reports and issuing permits when so requested in writing by the CITY. INSPECTIONS shall

not include restaurant facilities unless agreed to by the COUNTY and the CITY in a separate written agreement.

B. COUNTY shall retain full control and discretion over the manner of providing the Services, establishing standards for the performance of the Services and all matters incidental to the performance of such Services, including, but not limited to, the controlling of personnel employed to provide the Services. During the term of this Agreement, COUNTY shall provide to the CITY the same level of services as are currently being provided to the COUNTY's unincorporated areas by the DEPARTMENT in its administration of the COUNTY Code, Title 12, Chapter 12.80.

#### Section 2. CITY Cooperation.

To facilitate the performance of its duties and obligations under this Agreement, it is agreed the COUNTY shall receive the full cooperation and assistance from CITY, its officers, agents and employees.

#### Section 3. Supplies.

COUNTY shall provide all labor, supervision, equipment and supplies necessary to provide the Services. Notwithstanding any other provision of this Agreement, it is further agreed that in all instances wherein the COUNTY deems that is necessary to use special supplies, including but not limited to stationery, notices, educational materials and forms, these special supplies must be prepared and issued in the name of CITY, and the CITY shall supply them at its own cost and expense. COUNTY is expressly authorized by CITY to use CITY's name to perform the Services.

#### Section 4. Status of COUNTY Employees

A. All persons employed by the COUNTY in the performance of the Services for CITY shall be COUNTY employees and no CITY employee that may be involved in connection with the Services shall be considered an employee of the COUNTY. No COUNTY employee employed to perform the Services shall be deemed a CITY employee entitled to any CITY pension, Worker's Compensation, or to any other status or right as a CITY employee.

B. For the purpose of performing the Services and for the purpose of giving official status to the performance thereof, where necessary, every COUNTY officer and employee engaged in the performance of the Services shall be deemed to be an officer or employee of said CITY, while performing Services for the CITY. CITY shall take all steps reasonably necessary to facilitate the performance by COUNTY of the Services.



#### Section 5. Compensation of COUNTY Employees.

CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder for said CITY or any liability other than that provided for in this Agreement. CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment except as provided in Section 10 herein.

#### Section 6. CITY Ordinance Compliance with COUNTY Code.

This Agreement is entered into with the understanding that and contingent upon the CITY adopting and maintaining in full force and effect a CITY Ordinance substantially identical with the COUNTY Code, Title 12, Chapter 12.80. This Agreement may be terminated by COUNTY after sixty (60) days written notice if CITY does not amend the CITY Ordinance in accordance with subsequent amendments to COUNTY Code, Title 12, Chapter 12.80. The DEPARTMENT, acting on behalf of COUNTY, may use discretion and need not request CITY to adopt amendments which do not apply to CITY.

#### Section 7. Collection of Fees.

Upon request of CITY, COUNTY agrees to collect fees listed in the CITY Ordinance and to remit to the CITY, within 60 days following each calendar quarter, all of the fees actually collected during such quarter. Said fees shall be deemed to be imposed by CITY and are not fees imposed by the COUNTY. COUNTY's collection activities shall be limited to generating and sending out invoices and the receipt of fees identified in said invoices. COUNTY's collection of CITY fees shall not include actions to satisfy unpaid or delinquent debts. CITY shall indemnify, defend, and hold harmless the COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any liability including but not limited to any claims, demands, actions, loss, cost, expense, fees (including attorney's and expert fees) arising from or connected with the collection of fees. This indemnification is in addition to the Assumption of Liability set forth in Section 10 herein.

#### Section 8. Payment by CITY to COUNTY for Services.

CITY agrees to pay COUNTY monthly for the Services. COUNTY shall present a monthly invoice in arrears to CITY for the Services. Payment shall be made by the CITY within 30 calendar days after receipt of an invoice, for Expenditures relating to those Services rendered under this Agreement during the billing period. If such payment is not delivered to the COUNTY office described on said invoice within 30 calendar days after the date of the invoice, the COUNTY may satisfy such indebtedness, including interest thereon, from any fund the CITY has on deposit with the COUNTY without giving further notice to CITY of COUNTY'S intention to do so.

"Expenditure" for Services for the purpose of this Agreement shall be the entire cost to said COUNTY of performing the Services, including direct costs and indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses and overhead.

#### Section 9. Term and Termination.

This Agreement shall become effective on the date first mentioned above and shall expire December 12, 2006. Except as specifically set forth in Section 6, this Agreement may be terminated by either party for the material breach of the other party following written notice and a reasonable opportunity to cure. Notwithstanding the provisions of this paragraph, either party may terminate this Agreement at any time by giving ninety (90) days notice to the other party.

#### Section 10. Assumption of Liability.

The Assumption of Liability Agreement of the General Services Agreement executed by the CITY and approved by the Board of Supervisors currently in effect is hereby made part of and is incorporated into this Agreement as if set out in full herein unless said Assumption of Liability is expressly superseded by a subsequent agreement, in which case the subsequent Assumption of Liability provisions shall apply to this Agreement.

#### Section 11. PERMIT Compliance and Obligations.

Nothing in this Agreement shall transfer to the COUNTY any responsibility or legal obligation of the CITY required by the PERMIT or any other responsibility or legal obligation incident thereto that is imposed upon CITY by Federal, State and local laws, permits and regulations.

#### Section 12. Governing Law.

This Agreement is to be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

#### Section 13. Amendment.

No modification or amendment of this Agreement shall be binding upon any party unless said modification or amendment is made in writing and duly authorized and executed by all parties. This Agreement shall not be modified or amended by oral agreement or by any acts or conduct of the parties.

Section 14. Entire Agreement.

This Agreement, with all attachments and exhibits constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, except as set forth in Section 10.

Section 15. Severability.

If any provision of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of the this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

Section 16. Counterparts

This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same document.

//  
//  
//

IN WITNESS WHEREOF, the CITY by Resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk; and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
DEPUTY

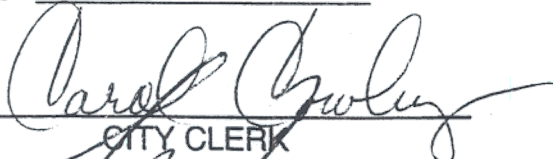
APPROVED AS TO FORM:


Office of the County Counsel

By \_\_\_\_\_  
DEPUTY

ATTEST:

CITY OF LA PUENTE

By   
CITY CLERK

By   
MAYOR

STATE OF CALIFORNIA     )  
  ) s.s.  
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair/chairman of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, the facsimile signature of \_\_\_\_\_, Chair/Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certified that on this date, a copy of the document was delivered to the Chair/Chairman of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer of  
the Board of Supervisors of the County  
of Los Angeles

By \_\_\_\_\_  
DEPUTY

APPROVED AS TO FORM:

Office of the County Counsel

By \_\_\_\_\_  
DEPUTY

## **EXHIBIT 2**

### **City Authorization Letter**



# City of La Puente

15900 E. Main Street La Puente, CA 91744-4719 Telephone (626) 855-1500 Fax (626) 961-4626 [www.lapuente.org](http://www.lapuente.org)

May 4, 2004

Mr. Carl Sjoberg  
County of Los Angeles  
Department of Public Works  
900 South Freemont Avenue  
Alhambra, CA 91803-1331

SUBJECT: AGREEMENT NO. 04-763 FOR ENFORCEMENT OF THE CITY'S  
STORMWATER AND POLLUTION CONTROL ORDINANCE


Dear Mr. Sjoberg:

On April 30, 2004, the City of La Puente forwarded to you the above-referenced agreement, which had inadvertently been dated April 27, 2004.

The City of La Puente authorizes the County of Los Angeles to change the effective date on the Storm Water and Runoff Pollution Control agreement to that date on which the Board of Supervisors of the County of Los Angeles approves and signs the agreement.

If you have any questions, please contact Bill Woolard, Community Services Director, at (626) 855-1500, e-mail: [bwoolard@lapuente.org](mailto:bwoolard@lapuente.org).

Sincerely,



Hal Ledford  
City Manager

HL:cac

## **EXHIBIT 3**

### **City Resolution**



**RESOLUTION NO. -04-4377**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE COUNTY OF LOS ANGELES TO PROVIDE ENFORCEMENT OF STORMWATER AND RUNOFF POLLUTION CONTROL PROVISIONS OF THE CITY MUNICIPAL CODE**

**WHEREAS**, the City of La Puente is a co-permittee under Waste Discharge Requirements and National Pollution Discharge Elimination System (NPDES) Permit for Municipal Storm Water and Urban Runoff Discharges in the County of Los Angeles (Order No. 01-182, NPDES No. CAS004001);

**WHEREAS**, the City of La Puente is required under the NPDES Permit to implement an industrial/commercial facilities control program including inspections;

**WHEREAS**, Chapter 4.16 of the La Puente Municipal Code requires that industrial/commercial businesses implement best management practices to control the runoff of pollutants to the storm drain system;

**WHEREAS**, the County of Los Angeles has an established industrial/commercial inspection program and will make this service available to the City of La Puente on a cost basis; and

**WHEREAS**, the City of La Puente requests that the Department of Public Works of the County of Los Angeles provide a stormwater and runoff pollution control program for industrial/commercial facilities, exclusive of restaurants, as required by the NPDES;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

1. The Mayor of the City of La Puente is hereby authorized to execute an agreement with the County of Los Angeles providing for industrial/commercial stormwater and urban runoff pollution control provisions of the La Puente Municipal Code.


2. That the Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution and thereupon the same shall take effect and be in force.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of April, 2004.

AYES:	COUNCILMEMBERS:	Solis, Storing, Perez, Chavez, Lujan
NOES:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None

  
\_\_\_\_\_  
Louis R. Perez, Mayor

ATTEST:

  
\_\_\_\_\_  
Carol Cowley, City Clerk

## **EXHIBIT 4**

### **City General Services Agreement**

GENERAL SERVICES AGREEMENT

Exp. 6/30/07

THIS AGREEMENT, dated for purposes of reference only. July 24, 2002, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of La Puente, hereinafter referred to as the "City."

## RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, et seq., of the Government Code.

## THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers and employees, to perform those City functions which are hereinafter provided for.

2. The City shall pay for such services as are provided under this agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11 All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

3. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County

without giving further notice to said City of County's intention to do so.

14. This contract shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2007, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In event the City desires to renew this agreement for said five-year period, the City Council shall not later than the last day of May 2007, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2007, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers

Executed this 14th ~~24th~~ day of may ~~july~~, 2002.

THE CITY OF LA PUENTE

By [Signature]  
Mayor

ATTEST:

City Clerk

By [Signature]  
~~Deputy~~ City Clerk

THE COUNTY OF LOS ANGELES

By [Signature]  
Chairman Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer/Clerk  
of the Board of Supervisors

By [Signature]  
Deputy



**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

Office of the County Counsel

20

JUN 11 2002

By [Signature]  
Deputy

[Signature]  
VIOLET VARONA-LUKENS  
EXECUTIVE OFFICER

## **EXHIBIT 5**

### **Industrial Waste Control Program**

RESOLUTION NO. 88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF LA PUENTE AUTHORIZING AND REQUESTING THE  
COUNTY ENGINEER TO PERFORM CERTAIN SERVICES.

THE CITY COUNCIL OF THE CITY OF LA PUENTE DOES RESOLVE AS  
FOLLOWS:

SECTION 1. The City Council of the City of La Puente hereby  
requests the following designated services to be performed by the  
County Engineer on behalf of said City, all pursuant to the terms  
and provisions of the General Services Agreement which said City  
entered into with the County of Los Angeles on August 1, 1956.

Said services are mapping, plan checking, construction inspec-  
tion and engineering supervision, industrial waste inspection,  
and to collect, as agent of the City, all fees therefor imposed by  
said City or which the City is entitled to collect.

SECTION 2. The City Manager is hereby designated as the city  
official authorized to request said services from the County  
Engineer and the County Engineer may accept a written request  
signed by the City Manager as his authorization to proceed with  
the work requested.

SECTION 3. The City Clerk is hereby directed to transmit  
certified copies of this resolution to the County Engineer and  
the C.A.O.

APPROVED AND ADOPTED this 1st day of April  
1957.

/s/ S. Chester McIntosh  
Mayor

ATTEST:

/s/ F. D. Aleshire  
City Clerk

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES: } ss  
I, GORDON L. DEHL, ACTING CITY CLERK OF THE  
CITY OF LA PUENTE, DO HEREBY CERTIFY THE  
FOREGOING TO BE A FULL, TRUE AND CORRECT  
COPY OF THE ORIGINAL AS THE SAME APPEARS ON  
FILE IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE SEAL OF THE CITY OF  
LA PUENTE, THIS 1st DAY OF April, 19 57  
GORDON L. DEHL, Acting City Clerk  
BY Keith Dastumick

See Letter 6-58 Gordon L. Dehl City Clerk

Mr. Bruce

267-K

AGREEMENT -- GENERAL SERVICES

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July 1957 by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County", and the CITY OF *La Puente* hereinafter referred to as "City".

WITNESSETH:

That for and in consideration of the mutual promises and covenants herein contained, and under authority of Section 56½ of the Charter of said County and of Article I, Chapter 1, Part 2, Division 1, Title 5 of the Government Code, said County agrees, through its respective officers and departments, to perform all functions of said City relating to or performed for said County by said officers or departments, respectively, as hereinafter provided for, except as to those services which are now or may hereafter be made the subject of separate and special contracts with the City and for which other provisions are in such contracts made.

The following terms and conditions shall govern the performance of all municipal functions performed hereunder:

1. By reason of the limitations upon the expenditure of County funds provided for in Section 31 of Article IV of the Constitution of the State of California, said City shall pay to said County the entire cost to said County of performing each such function, including salaries and wages of all employees engaged therein, all supervision over such employees while so employed, a prorate of all departmental overhead, clerical work, office supplies, depreciation on machinery and equipment, traveling expenses, including mileage of employees, and all

other cost and expense incidental to the performance of each of such functions. The rate charged for each function shall be recomputed annually and revised accordingly, and thereafter charged at such revised rate.

In computing the cost of the use of machinery and equipment, the full cost to said County of rented machinery and equipment and any operator furnished therewith, and a reasonable rental rate on County-owned machinery and equipment shall be included.

2. No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for said County.

3. No service shall be performed hereunder unless said City shall have available funds previously appropriated to cover the cost thereof.

4. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by said City on order of the City Council thereof or such officer as it may designate, and approved by the Board of Supervisors of said County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

5. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in said City, said City shall furnish at its own cost and expense all necessary office space, furniture furnishings, office supplies, janitor service, telephone, light, water, and other utilities. In all instances where special



supplies, stationery, notices, forms and the like must be issued in the name of said City, the same shall be supplied by the City.

It is expressly understood that in the event a local administrative office is maintained in said City for any such County officer or department, such quarters may be used by said County officer or department in connection with the performance of its duties in territory outside of said City and adjacent thereto, provided, however, that the performance of such outside duties shall not be at any additional cost to said City.

6. All persons employed in the performance of such services and functions for said City shall be County employees, and no City employee as such shall be taken over by said County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for said City within the scope of this agreement.

7. Said City shall not be called upon to assume any liability for the direct payment of any salary, wages, or other compensation to any County personnel performing services hereunder for said City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, said City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment

8. Said County, its officers and employees, shall not be deemed to assume any liability for the negligence of said City, or of any officer or employee thereof, nor for any defective or dangerous condition of the streets or property of said City, and said City shall hold said County and its officers and employees harmless from, and shall defend said County and the officers and employees thereof against any claim for damages resulting therefrom.

9. Each County officer or department performing any service for said City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

10. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

Each county officer or department performing any service hereunder shall render to said City at the close of each calendar month an itemized statement covering all services performed during



said month, and said City shall pay County therefor within 20 days after receipt of such statement. *or at the close of each calendar quarter* If such payment is not received by the County within 30 days after rendition of billing, County may satisfy such indebtedness from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

11. This contract shall become effective on the date hereinabove first mentioned and shall run for a period ending *June 30 1962* and at the option of the City Council of said City, with the consent of the Board of Supervisors of said County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

In event said City desires to renew this agreement for said five-year period, the City Council shall not later than the 10th of May, 19*62*, notify the Board of Supervisors of said County that it wishes to renew the same, whereupon said Board of Supervisors, not later than the last day of May, 19*62*, shall notify said City Council in writing of its willingness to accept such renewal. Otherwise such agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph hereinabove set forth, either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than two calendar months prior to the date of such termination.

12. This agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In event there now



an \_\_\_\_\_ of specific services, su  
act with \_\_\_\_\_ shall be controlling  
to the duties and obligations of \_\_\_\_\_ parties anything herein  
o the contrary notwithstanding, unless such special contract  
opts the provisions hereof by reference.

IN WITNESS WHEREOF, said County has, by order of its Board  
Supervisors caused these presents to be subscribed by the  
Chairman \_\_\_\_\_ said Board and the seal of said Board to be affixed  
thereto, and attested by the clerk of said Board, and said City  
has caused these presents to be subscribed by its Mayor and the  
seal of said City to be affixed thereto and attested by the City  
Clerk of said City, on the day and year first above written

CITY OF

By H. Chester McIntosh  
Mayor

COUNTY OF LOS ANGELES

By John Amos Ford  
Chairman, Board of Supervisors

ATTEST

J. D. Alshire  
City Clerk

ATTEST

HAROLD J. OSTLY, County Clerk  
and ex officio Clerk of the  
Board of Supervisors

By James I. Mize  
Deputy